

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

OIC SERVICES, INC.

2. Registration No.

5481

3. Name of Foreign Principal

CONSUELHO NACIONAL DE CARREGADORES DE ANGOLA (C.N.C)

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit. **ATTACHED COPY OF CONTRACT**

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Under the port regulation of the government of Angola and prior to the arrival of vessels in Angola, data processing fees must be paid and loading certificates must be issued. We are responsible for the issuance of the certificate and the collection of fees for the vessels and NVOCC and shippers and transfer same back to the office in Angola. We also keep records on all issued loading certificates.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Type loading certificates and issue to the shippers, process and stamp the cargo manifest and return same to the vessel's owners. Collect the fees from the shippers, NVOCC and vessels. Keep records of the loading certificates and send twice monthly statements of activities and transfer of funds to the office of Angola.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Not Applicable

Date of Exhibit B	Name and Title	Signature
November 29, 2007	V.M. Durnerin - President	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



REPÚBLICA DE ANGOLA

**ANGOLA NATIONAL SHIPPERS' COUNCIL
RESTRUCTURING COMMISSION**

Palácio de Vidro – 5th Floor – P. O. Box 2223

Telephone: +244 2 - 31 18 97- 31 00 97

Fax : 244 2- 31 05 55 - 31 17 76

E-mail : cnc@cnc-angola.gv.ao

Web : www.cnc-angola.gv.ao

LUANDA

AGENCY AGREEMENT

Between:

C.N.C.A. – Conselho Nacional de Carregadores de Angola, located at Luanda, Largo 4 de Fevereiro, Palácio de Vidro, 5 Floor, P.O. Box No. 2223, Republic of Angola, Telephone No. +244 222 310097/311897, Fax No. +244 222 310555, hereby duly represented by Mr. José Mário Silva, in his capacity as Coordinator of the Restructuring Commission, herein after designated by "**CNC**"

AND

OIC SERVICES, INC., located at 12337 Jones Road – Suite 301, Houston, Texas 77070, Telephone No 001832 912 68 20, Fax No001 832 912 6864, Mobile 001 7133022419, Email: info@oicservices.com, duly represented by Ms. Veronique M. Durnerin, in his/her capacity as President of the Corporation, herein after designated by "**AGENT**"


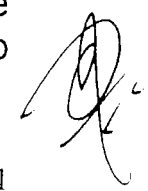
Both parties agree to sign the present agency agreement which shall be ruled in accordance with the following clauses:

ARTICLE 1

(OBJECT)

1 – Under this agreement, the **AGENT** is to maintain a close cooperation: informing and/or updating **CNC**, the shippers, ship

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owners, shipping agents, forwarding agents with all indicators related to appropriate performance of the procedure to issue the "Loading Certificate" from the port of origin in the jurisdiction zone of the **AGENT** referred to in forthcoming number 4 of the present article.

2 – For the purpose of the foregoing section, the **AGENT** undertakes to ensure that the "Loading Certificate" is completely and correctly filled with the following information:

- a) All quantities, weight and volume for break-bulk cargo;
- b) Each container number for all TEU and/or FEU container types;
- c) Import license, if available at time of shipment and demand the ship owner to regularize the "Loading Certificate" issued at the port of origin of goods, since the ship owners are the sole responsible for such effect.
- d) FOB price of all transported goods;
- e) Freight cost of all transported goods.

3 – The jurisdiction zone of the **AGENT** is as follows:

U.S.A and Mexico

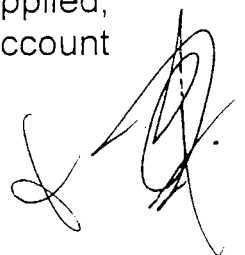
ARTICLE 2

(FEES TO BE CHARGED)

The amount of fees charged by the **AGENT** from the different mode of transport of goods is as follows:

1- Conventional cargo, bulk, or vehicle:

- a) For these types of cargos the following criteria shall be applied, in order to ascertain the amount to be paid, taking into account the weight and/or volume,

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(1) Fee = volume x 5 USD or its equivalent in Euros

(2) Fee = (Weight/1000) x 5 USD or its equivalent in Euros

b) The amount of the fee to be applied to the conventional mode of transport in a certificate shall be greater value between the results of the formula (1) and (2) of the foregoing point described above.

2- 10' Container:

50 USD shall be charged per each of the 10' container entered in a loading certificate.

3- 20' Container:

100 USD or its equivalent in Euros shall be charged per each of the 20' container entered in a loading certificate.

4- 40' Container:

200 USD or its equivalent in Euros shall be charged per each of the 40' container entered in a loading certificate.

5- Liquid Cargo:

A fee of 0.5 USD or its equivalent in Euros shall be charged per each of the liquid ton cargo transported.

6- Forms

It is strictly prohibited to charge for the forms

ARTICLE 3

(ISSUANCE OF LOADING CERTIFICATE)

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1 – It is hereby determined that it is strictly prohibited from the **AGENT** issuing loading certificates through any system other than the SIGA system

2- In the event of any break down in communication due to maintenance work of the SIGA, non-operation of the CNC Internet Service Provider (ISP) or any other situation that might lead to non-availability of SIGA services, the **AGENT** shall send all the relevant information about the requests of loading certificates by email, during the non-availability of the SIGA system

3 – All the certificates requested during the non-availability of the SIGA system shall be issued and collected from **CNC** in Angola. Under such circumstances, the **AGENT** shall be entitled to receive the appropriate commission from the charged fees for the certificates issued by the **CNC** in its zone, except the emolument referring to the service rendered.

4. Non-compliance with the provisions of the foregoing point, shall immediately lead to the termination of the agreement by the **CNC** side.

ARTICLE 4

(ISSUANCE OF LOADING CERTIFICATE BY THE AGENT OUT OF THE JURISDICTION ZONE)

1 – In order to settle any eventual conflict amongst the rest of **CNC** agents as with regard to the issuance of loading certificates with the port of origin within the jurisdiction zone of other agent, the **AGENT** is expressly prohibited to issue "Loading Certificate" under such circumstances, without a prior authorization from the **CNC**

2 - Should there be justification to issue the loading certificate out of zone with prior authorization from the **CNC**, the **AGENT** shall observe the following procedure:

- a) – The amount of the commission deriving from the fee charged for each of issued certificate (%), meant for the **AGENT**, should be divided into equal proportions (% of the commission) by the agents engaged in such deal (the

one responsible for port of origin zone and the one issuing the loading certificate out of zone).

- b) - To facilitate the transfer of money between the agents, as described in the foregoing point, and bearing in mind that **CNC** is the main body for the activities of the agents, for each of the certificate issued out of zone, the issuing agent shall transfer % to the **CNC** account, the fee amount charged for the certificate. Automatically, for same working period, the SIGA system shall make the compensation to the zone holder agent or, the amount to be transferred to **CNC** by this agent is reduced by % of the overall total of certificates issued by other agents in his/her jurisdiction zone.
- c) – If during a certain period, the **AGENT** have not issued certificates or if the amount of the commissions over the fees of issued certificates is lower than the commissions deriving from the issued certificates by other agents in his/her zone, in such circumstances, the **AGENT** shall have a positive balance in his/her favour held by the **CNC**, which shall be used to offset the amounts to be transferred to **CNC**, in later periods. In these cases, the compensation shall not be made automatically as described in the foregoing point.

ARTICLE 5

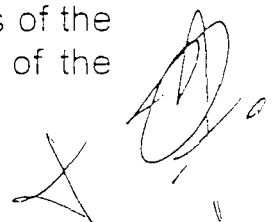
(REMUNERATION OF THE AGENT)

For the services rendered in the framework of the present agreement, the **AGENT** shall be entitled to a commission over the fee collected for each and every issued certificate.

ARTICLE 6

(TRANSFER OF REVENUES FROM THE CHARGED FEES)

1 – The **AGENT** shall make two bank transfers to the **CNC** bank account mentioned below, each month, whereby the first transfer shall take place at the end of the first fifteen days of the month, and then at the end of the second fifteen days of the month:



B.A.I – Banco Africano de Investimentos, SARL
Rua Major Kanyangulo No. 34
Fax: 00244 222 335486
Tel: 00244 222 336814/335749
P.O. Box 6022
Luanda-Angola
Beneficiary: CNC–Conselho Nacional de Carregadores
No. 849222/15/01
Swift Code: [REDACTED]
Broker Bank: HSBC, NY
Address: 452 Fifth Avenue, New York, NY 10018
Swift Code: [REDACTED]
Account No. [REDACTED]

2 – In cases whereby the amount to be transferred is too low, to the point of being lower than the bank commissions resulting from the transfer abroad, or should the **AGENT** not issue loading certificates for 15 days, in such event, he/she is allowed to make one single transfer at the end of the month.

3 – In order to avoid any misunderstanding between the **AGENT** and the **CNC**, following the bank transfer transaction, the **AGENT** shall send to the **CNC**, by email or fax, the confirming documents from the bank transaction.

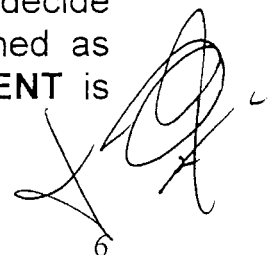
4 - Non-compliance with the provisions of the foregoing point, shall immediately lead to the termination of the agreement by the **CNC** side.

ARTICLE 7

(LOADING CERTIFICATE FOR DONATION PRODUCTS)

1 – Loading certificates for donation products are exempted from payment of associated fees to the types of cargo for its transport, as described in Art 2 of this agreement, being collected the emolument inherent to the issue of certificates only.

2 – **CNC** reserves itself the right to be the sole entity to decide whether certain transportation of goods shall be deemed as donation or otherwise. Accordingly, whenever the **AGENT** is



requested to issue a certificate for donation products, he/she shall apply for authorization from CNC.

3 – The **AGENT** shall send to CNC by email or fax all the relevant documentation, to prove the type of donated goods to be transported.

4 – Upon issuance of the certificate, the **AGENT** shall also inform **CNC** on the number of the loading certificate generated by the SIGA, so as to exempt it from payment of associated fees to the types of goods.

ARTICLE 8

(DURATION OF THE AGREEMENT)

1 – This agreement is valid until December 31, 2008, starting from the date of the signatures and is renewable once a year by both parties expressed and written agreement, on CNC prior request.

2 – Either the **AGENT** or **CNC** is reserved the right to terminate this agreement at any given time, sending a notice by fax and confirming by a registered mail to the other party with three months period in advance.

ARTICLE 9

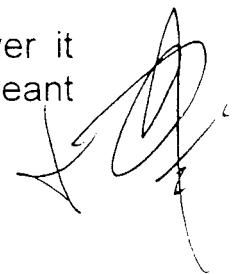
(CANCELLATION)

This agreement may be cancelled by any of the parties, if they fail to fulfil any of their obligations. Depending upon the seriousness or reiteration of acts, there shall not be any reason to continue with this agreement.

ARTICLE 10

(CNC “ABBREVIATION”)

1 – The **AGENT** agrees with **CNC** abbreviation, whenever it occurs in the framework of this agreement, the same is meant only to Angola National Shippers' Council in Luanda.

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ARTICLE 11

(ADVERTISEMENTS)

1 – After acceptance and execution of the current agreement, the **AGENT** hereby undertakes to arrange at its own cost and expenses, as many press releases as necessary, in the countries under his/her jurisdiction in order to advertise the concerned parties and/or port official authority bodies relevant to its zone, namely:

U.S.A and Mexico

2 – A copy of such press releases shall be submitted to **CNC** in Luanda thereon.

ARTICLE 12

(CONFIDENTIALITY REQUIREMENT)

1 – The present agreement is to be kept strictly private and confidential, and no information related to its provisions as herein contained shall be disclosed.

2 – Any notice regarding this agreement shall be sent by fax and confirmed by registered mail.

3 – The **AGENT** shall not, even upon termination of this agreement, make use or disclose to third parties the confidence of the other party which the **AGENT** have been entrusted with or have gained in the discharge of his/her activity, unless so much as the professional ethics permit.

ARTICLE 13

(APPLICABLE LAW)

This agreement shall be governed by Angolan Law.

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ARTICLE 14

(SETTLEMENT OF DISPUTES)

1 – Any doubts on the interpretation as well as disputes, whatever its nature, related or deriving from this agreement, shall be settled through appeal to an arbitrage.

2 – The arbitration shall be conducted by an established Court under the terms of the present article, and complementarily under the terms of provisions of Law No. 16/03, of 25 July on Voluntary Arbitrage.

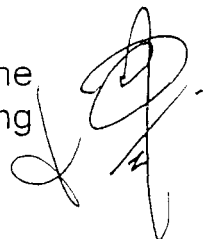
3 – The Arbitration Court shall be made up by a single arbiter, if the parties in dispute so agree with the appointing to office the arbiter, if not, each disputing party shall appoint to office an arbiter, depending upon the two arbiters to choose and designate the third arbiter who shall preside over the case. In the absence of agreement between the two arbiters, the appointment to office of the third arbiter and chairman shall depend upon the Provincial Court of Luanda.

4 – If upon three months after the date of appointing to office of the first arbiter without the appointment to office of the arbiter of the other party, the non defaulter party shall appeal to the Provincial Court of Luanda to appoint to office the arbiter for the defaulting party.

5 – If there is no agreement to the object of dispute, the same object shall be the one resulting from the request of the plaintiff and of the reconversion, if any, from the defendant.

6 – The Arbitration shall be based in Luanda, at place chosen by the single arbiter or chair arbiter and shall perform the trial with equity; the judgement shall be passed within a three months period from the date of closing of the fact findings or closing of judicial proceeding and trial, if it ever happens, and such judgement is unappealable.

7 – The arbitration judgement shall carry for the parties the same effect as of judicial judgements, and therefore, being condemnatory, bear executive effects.

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ARTICLE 15

(PUBLIC INTEREST)

Based upon a decision by the Angolan Government and for duly established public interest, this agreement could be terminated without the right to any indemnity, and for that purpose only **CNC** shall communicate to the **AGENT** within a reasonable time frame, but never less than 30 days.

This agency agreement has been drafted in Portuguese and English Language in two original copies with equal content and value, one for **CNC** and another for the **AGENT**.

Luanda, 29th November, 2007

On behalf of CNC – Concelho Nacional de Carregadores

José Mário Silva
Coordinator of the CNC Restructuring Commission

Signature

On behalf of the AGENT

Signature